

## EXHIBIT A - ADDITIONAL WARRANTIES

HP Global Limited Warranty Statement for NonStop Products can be found on the Contractor's website at: <http://H71033.www7.hp.com/page/WARRANTY.html>. This warranty is for Unix products. CarePags, installation and implementation services, maintenance, support, extended or uplifted warranty is based on HP's standard Support terms and conditions.

All other product standard warranty can be found on the Contractor's website at: <http://h20000.www2.hp.com/bizsupport/TechSupport/ProductRoot.jsp?>

The following warranties also apply.

### A. WARRANTY

- a) Product warranty period and additional information is available with Products, on quotations, or upon request.
- b) Products purchased from HP will receive the standard warranty in the country of purchase. If Customer moves such Products to another country where HP has Support presence, then Customer will receive the destination country standard warranty.
- c) Customer may receive a different warranty when the Product is purchased as part of a system. HP reserves the right to change the warranty. Such changes will affect only new orders.
- d) The warranty period begins on the date of Delivery, or the date of installation if installed by HP. If Customer schedules or delays installation by HP more than thirty (30) days after Delivery, the warranty period begins on the 31st day after Delivery.
- e) If Customer transfers a Product to another user, warranty service is available to that user for the remainder of the warranty period.
- f) HP warrants HP hardware Products against defects in materials and workmanship. HP further warrants that HP hardware Products conform to Specifications.
- g) HP warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by HP. HP further warrants that HP owned standard Software will substantially conform to Specifications. HP does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- h) HP does not warrant that the operation of Products will be uninterrupted or error free.
- i) If HP receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to HP owned standard Software Specifications during the warranty period, HP will, at its option, repair or replace the affected Products. If HP is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to HP. Customer will pay expenses for return of such Products to HP. HP will pay expenses for shipment of repaired or replacement Products.
- j) HP warrants that HP Support will be provided in a professional and workmanlike manner.
- k) Some newly manufactured HP Products may contain and HP Support may use remanufactured parts which are equivalent to new in performance.
- l) The warranties provided herein will apply only to those Products and Support which are branded by HP with an HP trademark ("HP Branded"). HP does not warrant any third party Products or Support even if included with other HP Branded Products or Support. Furthermore, HP provides all such third party Products and Support AS IS. However, the original manufacturers of suppliers may provide their own warranties as specified in the documentation accompanying such third party Products and Support.
- m) The above warranties do not apply to defects resulting from:
  - 1) improper or inadequate maintenance by Customer;
  - 2) Customer or third party supplied software, interfacing or supplies;
  - 3) unauthorized modification;
  - 4) improper use or operation outside of the Specifications for the Product;
  - 5) abuse, negligence, accident, loss or damage in transit;
  - 6) improper site preparation; or
  - 7) unauthorized maintenance or repair.

- n) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

## **B. Support services and Uplift and Extended Warranty**

### **1. DEFINITIONS AND SERVICES INCLUDED**

- a) "HP System Support Upfront Services", "HP System Support Options", "HP Care Pack", or simply "HP Upfront Services" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP Upfront Services are available for purchase by the PURCHASER either at the time of Product purchase, or prior to installation of such Products for which HP Upfront Services are being purchased.
- b) "HP System Support Services", "Compaq Services" or simply "HP System Support" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP System Support is available on a contractual basis either for a fixed period or on an open-ended ("evergreen") basis (note that these are not part of HP's Upfront Services offering, as defined above.) HP System Support Services are also referred to as "contractual support".
- c) Certain features of HP Upfront Services and HP System Support Services are optional and may be purchased upon request by PURCHASER. Standard and optional features for HP System Support Upfront Services and HP System Support Service, covering HP and specified non-HP systems, are described in the applicable Technical Data sheet and/or Service Description and will be provided pursuant to the specifications set out therein. Such Technical Data sheets and/or Service Descriptions become an integral part of this Exhibit.
- d) "Support Services" will mean the collective service offering described in 1. a) and 1. b) above.

### **2. PREREQUISITES**

HP, in its reasonable opinion, will make a determination regarding whether PURCHASER adequately meets the prerequisites for Support Services as outlined in this Exhibit.

- a) Uniform Coverage. Unless otherwise agreed by HP, all hardware and software products that constitute the minimum system configuration (a collection of hardware and software that is designated to operate as a functional unit), along with all other such hardware and software products that may be included or attached to such system configuration, must be covered at the same Support Services coverage level. Similarly, the duration period must be the same for all hardware and software products in a particular system for which Support Services is purchased. (i.e., must be coterminous).
- b) Connectors and Cables. All products covered under Support Services must be interconnected by cables or connectors listed in the appropriate manufacturer's documentation as compatible with the system. For products that do not meet this requirement, service is available at the applicable standard service rates for such products.
- c) Software Support. All HP systems for which execution of diagnostic tests is software-dependent must, at a minimum, be covered by Support Services that provide periodic software updates.
- d) Right to Copy Documentation. PURCHASER may copy documentation updates for use with other systems covered by the Support Service that provides software support.
- e) Software Licenses. PURCHASER can purchase Support Services only for HP software for which PURCHASER has rightfully acquired an appropriate HP software license (pursuant to licensing terms outlined above).
- f) Designated Callers and Training Requirements. All Response Center callers must be generally knowledgeable and trained in system administration, system management, and if applicable, network administration/network management in order to be an authorized caller. HP has the right to review and discuss an authorized caller's prior training and/or experience to determine initial eligibility. In addition, if issues should arise during Response Center interaction that, in HP's reasonable opinion, may be a result of such caller's lack of general experience and/or training, HP reserves the right to request replacement of such caller. Access to HP's Response Center is limited to: PURCHASER system manager(s) for the operating system and subsystem software, if applicable, the network operator for the network, and for Support Services that include SAN coverage; after normal business hours authorized caller; including storage network operator and alternate; if applicable, application software manager and alternate; and if applicable, additional HP Response Center callers, which may be subject

to an additional charge. In the absence of any of these managers, the HP Response Center is available for their designated alternates. In the event of a change to the designated caller(s), PURCHASER will inform HP of such replacement within a reasonable time. All Response Center callers must have the proper system identifier, such as the system handle or system serial number, when initiating a call to the Response Center.

- g) Remote Support. For HP to provide remote support, PURCHASER must give authorization and provide access to a remote support connection, either internet based or qualified modem, as well as access to one voice-grade telephone line and one data-quality telephone line or network with terminations, or equivalent, near the system. For storage devices using Continuous Track or Instant Support Enterprise Edition, a data quality phone line must be provided for "phone-home" diagnostic technology capability. For some service levels, PURCHASER must allow HP to install and provide HP adequate space for and access to HP-provided equipment, as well as provide connectivity as specified in the applicable Technical Data sheet and/or Service Description for the Support Service.
  - h) HP IT Resource Center. HP IT Resource Center is available via the worldwide web for certain Support Services. With a Web browser, PURCHASER can access the specified areas of the HP IT Resource Center. FTP access is required for some electronic services. Designated callers who submit HP Response Center calls via the HP IT Resource Center must meet the same training requirements set forth in 2. f) above. Use of HP support tools available via the HP IT Resource Center requires agreement to the HP Support Tool License Terms.
  - i) Country Boundaries. All systems supported by one PURCHASER system manager must be located within the same country.
  - j) Eligibility. To be eligible for certain coverage levels and Support Services offerings, PURCHASER may be required to meet a minimum monthly billing amount specified by HP.
  - k) Central Order Group (selected products ONLY). This provision only applies to PURCHASERS who have purchased certain Support Services in regards to the designation of the Central Order Group by HP. The Central Order Group is defined as the particular system within a grouping of systems in a PURCHASER's environment that has the fastest processor speed and largest number of users. The Central Order Group must have only one PURCHASER system manager. Unless otherwise agreed, HP will designate which system constitutes the Central Order Group based upon the criteria defined above. Except for certain designated mission critical environments, both the Central Order Group and add-on order groups (connected systems) must be of the same HP or non-HP product family and must collectively have the same PURCHASER system manager.
3. SERVICE LIMITATIONS
- a) Hardware, Software, SAN and Network Support. Any services involving hardware, software or network-related problems not covered by Support Services, will be subject to the applicable standard services rates for such products.
  - b) Maximum Use Limitations. For those products that have a maximum usage limit, such as a specified page limit, as set forth in the applicable Operating Manual, Technical Data Sheet, or Service Description, any such Products operated in excess of their maximum usage rate are not eligible for Support Services, but can be serviced at the applicable standard service rates for such products.
  - c) Interfaces and Accessories. HP may cover cables, connectors, accessories and interfaces under the same hardware service level purchased for the products with which they are used.
  - d) Supported Software Versions. Unless otherwise agreed by HP, HP provides HP Support Services only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. A version is defined as a release of a software product that contains new features, enhancements, and maintenance updates. If support coverage lapses, additional fees may be required to resume support coverage. HP will support specified versions of selected non-HP software, but will not support the software any longer than the vendor supports it. For non-HP software, HP provides Support Services only for software versions that are documented as supported on specified configurations. HP will be under no obligation to provide Support Services should it be required due to alterations or modifications to code.
  - e) Non-HP Software. For non-HP Software, Support Services are limited, unless otherwise specified by HP, to telephone assistance, and if available to HP from the third-party software vendor or other appropriate provider, patches, workarounds, and updates.
  - f) HP Software on Non-HP Systems. Support Services for certain HP software products used with designated non-HP systems is limited to the support deliverables specified in the applicable Technical

Data Sheet and/or Service Description. PURCHASERS must maintain HP-supported non-HP software at a code revision level specified by HP.

- g) Network Software Coverage without Network Support. Support for HP network software that provides multivendor node connectivity is limited to product-usage and problem-solving assistance and software update materials, unless network support is purchased.
- h) Travel Zones. PURCHASER sites located beyond one hundred (100) miles (160 kilometers), with the exception of HP's mission critical Support Services offering, in which case for those sites located beyond fifty (50) miles, of a primary HP support office may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- i) Availability. Some Support Services features and coverage levels are subject to local availability.
- j) Consumables, User Replaceable Parts, Maintenance Kits, and other Supplies. Support Services do not include the provision, return/replacement, or installation of supplies or other consumable items including but not limited to, accessories, operating supplies, magnetic media, print heads, ribbons, toner, and batteries.
- k) Out of Coverage Hours. PURCHASER requests for Support Services, or for HP installation and configuration services, that are scheduled after HP's locally defined, standard business hours may be subject to HP standard after hours service rates (unless PURCHASER has specifically purchased the applicable after hours coverage for such Support Service).

#### 4. PURCHASER RESPONSIBILITIES

- a) Product List. PURCHASER will be responsible for the overall listing of hardware and software products under Support Services, including the accuracy of such listing, the location of the products, serial numbers, the HP-designated system handle(s), and their associated coverage levels, including any subsequent changes to such listing, as required, throughout the applicable Support Services coverage period.
- b) Access. PURCHASER must provide HP with the following:
  - 1) Access to the products covered under HP Upfront Services and HP System Support.
  - 2) Adequate working space and facilities within a reasonable distance of the products.
  - 3) Access to and use of all information, internal resources, and facilities determined necessary by HP to service the products.
  - 4) For the scheduled support level, PURCHASER must designate a single work area acceptable to HP at PURCHASER site. This area must include shelves or racks for incoming and outgoing products, adequate open bench workspace, adequate power and lighting, and access to a telephone. Before having a product serviced under the scheduled support level, PURCHASER must:
    - a) Maintain a written log of model number, serial number, and current failure symptoms and be prepared to provide this information to HP upon request.
    - b) Locate all failed units to be repaired during a scheduled visit at the designated work area before the HP PURCHASER Engineer arrives.
    - c) Call HP the workday before the day of the scheduled visit to provide information regarding the number and type of products requiring repair.
- c) Operating Procedures. PURCHASER must follow routine operating procedures as specified in the manufacturer's product operation manual(s).
- d) Diagnostic/Maintenance Software (selected products). HP will require the use of certain system and network diagnostic and maintenance programs (herein after referred to as "Proprietary Service Tools") for delivery of Support Services under certain coverage levels. These Proprietary Service Tools which remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to, remote fault management software, High Availability Observatory ("HAO"), Insight Manager, Instant Support ("IS"), and Instant Support Enterprise Edition ("ISEE"). Such tools may reside on the PURCHASER's system(s) or site(s), and PURCHASER may only use such tools for the purposes covered by HP's permission, and only during the term of the applicable Support Service coverage period. PURCHASER may not sell, transfer, assign, pledge, or in any way encumber or convey these Proprietary Service Tools. PURCHASER will also be required to:
  - 1. allow HP to keep such Proprietary Tools resident on PURCHASER's system(s) or site(s), and assist HP in running these Proprietary Service Tools,
  - 2. install, maintain, and support such Proprietary Service Tools, including any required updates and patches,

3. use the electronic data transfer capability to inform HP of events identified by the software, and
4. if required, purchase HP-specified modem and/or data sets for systems having remote diagnosis service. Upon termination of Support Services, PURCHASER will return the Proprietary Service Tools and/or allow HP to remove these Proprietary Service Tools.
- e) Revision Levels. PURCHASER must maintain all associated system hardware and firmware at the latest HP-specified configuration and code revision level.
- f) Telecommunication Charges. PURCHASER is responsible for all telecommunication charges associated with using HP IT Resource Center and with installing and maintaining ISDN links and Internet connection, or HP-approved alternatives, to the HP Response Center, including as they relate to the HAO, or other Proprietary Service Tools.
- g) Temporary Procedures. PURCHASER is responsible for implementing temporary procedures or workarounds while permanent solutions are being sought.

#### 5. SOFTWARE LICENSE AND COPYRIGHTS

- a) Updates. Software updates or revisions furnished in connection with Support Services are subject to the license terms in effect for such Software on the date HP ships the update to the PURCHASER. Any standard commercial software product furnished under such Support Services is subject to the standard commercial Software license terms applicable to the product.
- b) HP Update Ownership. PURCHASER acknowledges that it does not own and has no right to, title to, or interest in the updates except as set forth in the applicable HP Software License Terms.
- c) Copyright and Trademark Notices. PURCHASER agrees to reproduce and conspicuously affix copyright and trademark notices from the original software or documentation on each copy of an update that PURCHASER makes or obtains from an electronic data source.

#### 6. MULTIVENDOR NETWORK COVERAGE

- a) Affiliates. HP has developed working relationships with select vendors, known as Affiliates, who assist in the delivery of multivendor support. For purposes of HP's appointment as a Special Agent during multivendor coverage, non-Affiliate refers to other vendors of products in PURCHASER's network.
- b) Performance of Affiliates and Non-Affiliates. HP is not liable for performance or non-performance of Affiliates and non-Affiliates, their products, or their support services.
- c) Operational Network. HP must verify PURCHASER's network as fully operational before Support Services, including LAN/WAN network, and Storage Network Environmental support coverage begins. This prerequisite is deemed met if Support Services coverage commences upon completion of HP's network configuration or assessment services. Otherwise, HP performs verification at the applicable standard service rates for such products.
- d) Supported Connections. HP must agree upon all network connections and products covered under Support Services with network coverage.
- e) Service Requests. Prior to or after placing a service request with HP, PURCHASER will run HP or non-HP product or network diagnostic self-test programs, as appropriate. PURCHASER must then contact the appropriate product vendor if a specific product is found to be at fault. Upon request from HP during a service call, PURCHASER will enable the connection to HP via the network support tool if applicable.
- f) Network Information. PURCHASERS without the HP network support tool installed must identify current product version numbers and system configuration information for all products on the network. PURCHASER must notify HP when major topology changes occur on the network.
- g) Non-HP Service Contracts. To take advantage of Support Services benefits, PURCHASER must purchase service contracts from Affiliates and non-Affiliates that maintain appropriate support service levels for non-HP products.

#### 7. MULTIVENDOR NETWORK/WARRANTY MAINTENANCE MANAGEMENT

Should PURCHASER purchase Support Services that include multivendor network coverage and/or warranty maintenance management services that require HP to act as a special agent, additional terms and conditions will apply. PURCHASER and HP will negotiate in good faith such mutually agreeable additional terms. HP will be under no obligation to act as PURCHASER's special agent until such time as these additional terms are agreed upon and executed between the parties.

## 8. MISCELLANEOUS

- a) **SubHPs.** Notwithstanding anything to the contrary in the terms of the contract, HP reserves the right and PURCHASER consents to HP's use of subHPs to assist in the provision of Support Services as HP deems appropriate, without notice to PURCHASER.
- b) **Replacement Parts.** Replacement parts provided under Support Services may include new parts, equivalent to new parts, parts that are functionally equivalent or superior to the replaced part, or whole unit replacements. Replaced parts become the property of HP, unless otherwise agreed, and provided that PURCHASER pays the applicable charge(s) associated for retaining such replaced part(s).
- c) **Attachments.** For certain Support Services, PURCHASER may be required to execute additional Attachments to this Exhibit.
- d) **Order of Precedence.** The order of precedence will be as follows: The contract terms and conditions, this Exhibit, the Technical Data Sheet(s), and the Service Description(s).
- e) **HP Product Warranty Upgrade for ninety (90) day on-site warranty or one (1) year "Return to HP" converted to ninety (90) Day on-site warranty.** If PURCHASER purchases HP Upfront System Support Services or HP System Support Options for a HP hardware product that carries either a ninety (90) day on-site or a one (1) year return-to-HP warranty converted to ninety (90) day on-site warranty, and the associated Upfront System Support Services or System Support Option service level purchased by PURCHASER does not provide a better service level than the base ninety (90) day warranty, the service level associated with the base warranty will apply for such ninety (90) days. Thereafter, the service level and response time will revert to those defined by the Upfront System Support Services or HP System Support Option purchased by the PURCHASER. A one (1) year return-to-HP warranty must be converted to a ninety (90) day on-site warranty to qualify. Additionally, days of coverage and on-site response times can be upgraded for an additional charge during the warranty period for most hardware products.
- f) **Warranty Status of Non-HP Products.** Irrespective of a particular non-HP product's warranty status, such Non-HP product(s) under Support Services will be serviced in accordance with this Exhibit, and any applicable Attachments.
- g) **Cancellation.** In the event any prepaid Support Services are canceled, PURCHASER will receive a pro-rata refund only for the unused prepaid services, less any applicable early termination fees, if such fees apply as set forth in an executed addendum or attachment to this Exhibit.
- h) **Financing.** If Support Services are financed as part of an HP Financing Agreement, the HP Financing Agreement terms and conditions regarding cancellation will govern.

## **EXHIBIT B - COMPLAINT RESOLUTION**

HP will work with the WSCA states to customize the procedures to the states' specific escalation requirements. HP's formal service escalation procedure is described in detail below.

### **A. Order and Billing Escalation Procedures**

HP's Customer Services Account Teams place a high emphasis on effectively managing our customers' open orders. We have developed internal processes and training efforts to address this important subject. Customer Services ASRs (Account Support Representatives) are trained to effectively manage the variety of open order reports available through HP's order management system. Team Leaders work with their Customer Services Account Teams to ensure all team members are knowledgeable and comfortable with the multiple sourcing options available to them.

Account Support Representatives are required to spend part of each day reviewing and working all open order reports. When the ASRs have completed their first pass through these reports, they are required to inform their supervisor that they have completed their review and then get help with any issues needing expediting. Team Leaders are required to check this process as part of their daily checklist.

Customer Services team members continuously monitor manufacturing issues with customer orders. The Customer Services Account Team works to resolve product issues as soon as possible. If the issue is not completely resolved within 24 hours of e-mail receipt, the team will notify the appropriate HP Direct manager.

Customer Services management and sales staff meet regularly to identify and resolve any order management outstanding issues. Issues are logged, resolutions proposed, and follow-up tracked. The goal of these meetings is to set the HP "team" expectations or vision, review issues keeping us from realizing that vision, and then put plans in place that get us to the level of service and confidence we and our customers demand.

Turnaround for return processing can be impacted by many factors that make it difficult to measure on average. For straightforward items that don't require a return shipment, it may take up to five days for processing. When items are returned in shipment via a call tag, the product needs to be returned within 30 days. The Account Support team is charged with ensuring that all returns processing and related issues are completed within sixty days.

Generally credits are applied directly against the open amount they represent on the order invoice. When credits are issued for invoices that have already been paid, the credit will be applied to another open invoice. If a Purchasing Entity needs to apply credits to specific open invoices, the Account Support Team will work with the Purchasing Entity and a Credit Manager to coordinate these specific designations. The Account Support Team will act as the first point of contact for credit issues.

### **B. Invoicing**

Just as the purchase order information follows the path of the product during fulfillment, this information is also used to process the invoice. Once the order information is electronically entered by either the Purchasing Entity or its Customer Services Account Team, depending on how the purchase order is submitted, this same electronic order information is directed to the invoice, eliminating the potential for manual errors during processing. Immediately prior to invoice processing, the electronic delivery information from the purchase order is provided to the chosen carrier. Once the product is with the carrier, the invoice is processed and sent to the Purchasing Entity. At this time, HP can also send an automated e-mail notification to the Purchasing Entity informing you of the expected delivery date.

Special contract pricing is maintained on a per customer basis within the order fulfillment system. Since invoices are generated from the order management system, which uses the same information provided at the time of the order submittal and includes all of the subsequent processing information, HP fully expects that our invoices will be 100 percent accurate.

Billing for customization services, such as imaging and asset tagging services, may be billed either as part of the configuration price, or as a separate line item on the same invoice. As with other billing disputes for product and product-related services, the Customer Services Account Team is the primary point of contact.

### **C. Service Escalation Procedures**

HP makes provision for two types of escalation. The first type, referred to as call escalation, relates to escalating specific service events for more timely resolution. The second type, referred to as issue resolution, relates to customer satisfaction issues pertaining to the contract. Both types of escalation are described in the paragraphs that follow.

#### **1. Call Escalation**

HP's call escalation procedures provide a mechanism for involving successively higher levels of management within its Customer Services organization. These procedures are automated and non-discretionary and ensure the fastest possible resolution. If a service call logged during coverage hours exceeds a predetermined limit for on-site repair time, the call escalation process is automatically activated and management is notified. The Service Delivery Manager and the Service Account Manager review the situation, and additional resources are applied as necessary until the problem is resolved to the customer's satisfaction. Each system and peripheral has its own strategy and procedure, with established parameters for escalation.

If necessary, the escalation process continues through the development of customized action plans and timelines, formal management reviews, and engagement of territory- or corporate-level resources. At the upper levels, there are daily reviews and updates until closure.

### **D. Issue Resolution**

In the event of a customer satisfaction issue, the customer's first point of contact is normally the program manager or the account manager. This individual engages the necessary resources in the local service delivery unit, obtains the support of management in the local customer business district, and keeps the concerned sales organization apprised of the progress of the resolution. Most issues are resolved readily at the local level. If necessary, the situation is elevated to executive management at the territory or U.S. level.



## **EXHIBIT C - VALUE ADDED SERVICES**

Contact the Contractor for more details on these services. Costs are shown on the Contractor's PSS.

### **A. Customer Services**

1. Implementation Planning and Roll-out
2. Asset Management
3. Environmentally Safe Reclamation/Disposal of Used Parts
4. Installation, Setup, and Test
5. On-Site/Off-Site hardware and software support
6. Extended Warranties with enhanced services and response times
7. Service Level Agreement Definition

### **B. Education and Training**

1. Packaged Courses
2. IT Course Development
3. Customer Content Course Development
4. Virtual Classroom

## EXHIBIT D - SOFTWARE LICENSE TERMS

### 1. DEFINITIONS

- a) "License Fee" means the fee or fees designated by HP for Use of Software. Different License Fees may apply to particular Software if more than one Software License is available for that Software.
- b) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by HP to be available from HP upon receipt of Customer's order.
- c) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- d) "Software License" means the Software license grant and general license terms set forth herein. Each Software License has a corresponding License Fee.
- e) "Use" means storing, loading, installing, executing, or displaying Software on a Device.

### 2. LICENSE GRANT

- a) In return for the License Fee, HP grants Customer a non-exclusive license to Use the object code version of the Software listed in Customer's order in conformance with:
  - 1) the terms set forth herein; and
  - 2) Use restrictions and authorizations for the Software specified by HP in its quotation, invoice or terms that accompany the Software; and
  - 3) HP's third party suppliers' terms that accompany the Software.In the event of a conflict, the third party suppliers' terms that accompany the Software will take precedence over the Use restrictions and authorizations specified by HP and the terms set forth herein, and the Use restrictions and authorizations specified by HP will take precedence over the terms set forth herein.
- b) Unless otherwise specified, in return for the applicable License Fee, HP grants Customer a license to Use one copy of the Software on one Device at any one time.
- c) Unless otherwise specified, all Software Licenses will be perpetual unless terminated or transferred in accordance with Section 3. g).
- d) If Customer is an HP authorized reseller, Customer may sublicense the Software to an end-user for its Use or (if applicable) sublicense the Software to an HP authorized reseller for subsequent distribution to an end-user for its Use. These sublicenses must incorporate the terms of this Software License in a written sublicense agreement, which will be made available to HP upon request. If Customer is not an HP authorized reseller, Customer may not sublicense the Software unless otherwise agreed to by HP in writing.

### 3. GENERAL LICENSE TERMS

- a) Software is owned and copyrighted by HP or by third party suppliers. Customer's Software License confers no title or ownership and is not a sale of any rights in the Software. Third party suppliers may protect their rights in the Software in the event of any infringement.
- b) Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
- c) Customer must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Customer may not copy the Software onto any public or distributed network.
- d) Bundled Software or Firmware provided to Customer may only be used when operating the associated Device in configurations as sold or subsequently upgraded by HP. Customer may transfer Firmware only upon transfer of the associated Device.
- e) Updates, upgrades or other enhancements are available under HP Support agreements. HP reserves the right to require additional licenses and fees for Use of the Software on upgraded Devices.
- f) Customer will not modify, disassemble or decompile the Software without HP's prior written consent. Where Customer has other rights under statute, Customer will provide HP with reasonably detailed information regarding any intended disassembly or decompilation. Customer will not decrypt the

Software unless necessary for legitimate use of the Software.

- g) Customer's Software License is transferable subject to HP's prior written authorization and payment to HP of any applicable fee(s). Upon transfer of the Software License, Customer will immediately deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's Software License. All Software License terms will be binding on involuntary transferees, notice of which is hereby given. Customer's Software License will automatically terminate upon transfer.
- h) HP may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable Software License terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned to HP. Copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's or transferee's or sublicensee's database, will be removed and destroyed or returned to HP. With HP's written consent, one copy of the Software may be retained subsequent to termination for archival purposes.
- i) If the software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under vendor's standard commercial license.

#### 4. GENERAL

- a) Customer may not assign any rights or obligations hereunder without prior written consent from HP.
- b) Customer who exports, re-exports or imports HP licensed Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of any applicable laws or regulations.
- c) Disputes arising in connection with this Agreement will be governed by the laws of the country and locality in which HP accepts the order.
- d) If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- e) Except as specifically provided in Section 2. a) 2), these HP Software License Terms supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. These HP Software License Terms may not be changed except by an amendment signed by an authorized representative of each party.



## WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

### **AMENDMENT NUMBER: ONE (1) TO CONTRACT NUMBER: A63309**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Hewlett Packard Company (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. A63309, effective September 1, 2004, through August 31, 2007, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. Change the definition of "Peripherals" to read: "Peripherals" include but are not limited to storage, printers (including multifunction network print/fax/scanner devices), scanners (used in conjunction with computing equipment), monitors, keyboards, uninterruptible power supplies (UPS) and accessories. Adaptive/Assistive technology devices are included as well as configurations for education. A third party may manufacture peripherals. The Contractor shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

This Amendment is effective beginning on September 1, 2004, and shall remain in effect until August 31, 2007, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. CONTRACTOR**

**HEWLETT PACKARD COMPANY**

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Contract Mgr

Date: 9-30-04

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopischke

Title: Acquisition Management Specialist

Date: 10/4/04

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. LEAD STATE**

**COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: [Signature]

Date: 4 Oct 04